

1500 West Hively Ave., Suite B
Elkhart, IN 46517

February 20, 2013

U.S. Environmental Protection Agency, Region 5
Superfund Division, Enforcement and Compliance Assurance Branch
Attn.: Grace Co Enforcement Specialist
77 West Jackson Blvd., (SE-5J)
Chicago, IL 60604-3590

RE: Request for information Pursuant to Section 104(e) of CERCLA Lusher Street Groundwater Site,
Elkhart, In CERCLIS ID No.: IND 982073785

Dear Ms. Co,

I have received the above mentioned request after it had been given to various people in three different organizations. The company which the request was addressed to, EPW Inc, went into bankruptcy in October 2009 under the ownership of Lynn and Lance Long; Lynn Long was the president of EPW Inc. at that time. In September of 2010, the assets of EPW. Inc. was sold out of bankruptcy court to two independent groups that formed two corporations in the building that the bankrupt company resided. The companies, names, addresses, telephone numbers and contacts are below:

EPW LLC
1500 W. Hively Ave.
Elkhart, IN 46517
574-292-5090
Douglas Lammon, President

RIM Molding and Engineering Inc.
1500 W. Hively Ave.
Suite B
Elkhart, IN 46517
574-294-1932
Brian Jagla, President

Also, the addresses of Lynn Long, the president of the now bankrupt EPW Inc., and the real estate company that leases the premises to EPW LLC and RIM Molding and Engineering Inc. are listed below:

Lynn Long
13565 Nora Lane
Mishawaka, IN 46544

Hilde Real Estate
C/O Richard Hilde
51235 Aqua Drive
Elkhart, IN 46514

I will answer the information requests per Enclosure 4 for RIM Molding and Engineering Inc. which began business at the 1500 W. Hively Ave., Suite B address in August 2010. They are as follows:

1. RIM Molding and Engineering Inc. has leased approximately 20,000 square feet of a building located at 1500 W. Hively Ave., Elkhart, IN 46517 from Hilde Real Estate; lease agreement enclosed.
2. We have never purchased any chlorinated solvents as described in question 2.
3. We do not have any solid waste management units.
4. We have not had any leaks, spills, or releases into the environment of any chlorinated solvents or materials containing chlorinated solvents.
5. We do not have any permits.
6. The following individuals and their respective companies may have information concerning the request:

Douglas Lammon, President
EPW LLC
1500 W. Hively Ave.
Elkhart, IN 46517
574-292-5090

Lynn Long
13565 Nora Lane
Mishawaka, IN 46544

Richard Hilde
Hilde Real Estate
51235 Aqua Drive
Elkhart, IN 46514

7. I do not believe any previous person, including any previous property owner, is responsible for any leaks, spills, or release into the environment of any chlorinated solvents or materials containing chlorinated solvents.

If you require any additional information please contact me at the address below:

RIM Molding and Engineering Inc.
1500 W. Hively Ave.
Suite B
Elkhart, IN 46517
574-294-1932
Brian Jagla, President

Sincerely,


Brian W. Jagla

LEASE AGREEMENT

Preamble

This Lease Agreement is made and entered into on the dates indicated below, at Elkhart, Indiana, by and between Hilde Real Estate Corp., an Indiana corporation, hereinafter called "Lessor", and RIM Molding and Engineering, Inc., an Indiana corporation, hereinafter called "Lessee".

ARTICLE 1. DEMISE, DESCRIPTION, USE, TERM AND RENT

Section 1.01. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property, hereinafter called the "leased premises" or "premises", situated in Elkhart, Elkhart County, Indiana for manufacturing uses and described as approximately 20,000 square feet of space used for the RIM division at 1500 W. Hively Avenue, Elkhart, Indiana 46517, to be used in accordance with the uses normally incident thereto and for no other purpose, for the term of twelve (12) months commencing on September 1, 2010, and ending on the 31st day of August, 2011, for the minimum rental of Fifty-two Thousand Dollars (\$52,000.00), payable as specified in Article 2.

Delivery of Possession

Section 1.02. If Lessor shall be unable, for any reason beyond the Lessor's control, to deliver possession of the leased premises on the commencement date of the term hereof, then and in that event this lease shall be null and void and of no effect. Lessor shall forewith return to Lessee all consideration theretofore given it by Lessee under the terms hereof and pay to Lessee the actual damages sustained by Lessee and the parties hereto shall thereupon be under no further obligation or liability to each other by reason hereof.

Condition of Leased Premises

Section 1.03. Lessee covenants that it has caused the premises to be inspected and accepts the same in the condition now existing (AS IS CONDITION) without any representations or warranty by Lessor as to the condition of the premises, the buildings, or other improvements thereon. Lessor shall not be responsible for any latent defect in the buildings or any part of the premises.

ARTICLE 2. RENT

Minimum Rent

Section 2.01. Lessee shall pay Lessor at 20130 N. 87th Drive, Peoria, Arizona 85382 (during all months other than June, July, August and September which in such months rent shall be paid to Lessor at 51235 Aqua Drive, Elkhart, Indiana 46514) or at such other place as the Lessor shall designate from time to time in writing, as rent for the leased premises, in equal monthly installments

of Four Thousand Three Hundred Thirty-three and 33/100 Dollars (\$4,333.33), each in advance on the 1st day of each consecutive calendar month commencing on the 1st day of September, 2010, and continuing thereafter until said minimum rent shall be paid.

Rent on Net Return Basis

Section 2.02. It is specifically agreed and understood by the parties hereto that excepting only as otherwise expressly set forth herein, the rent provided for in this Lease Agreement is intended to be and shall be an absolute net return to the Lessor, free of any expense or charges with respect to the leased premises, including by way of illustration and not limitation, all taxes, assessments, insurance, utilities, and repairs which shall be paid by the Lessee as more particularly specified herein.

ARTICLE 3. TAXES AND ASSESSMENTS

Payment by Lessee

Section 3.01. In addition to the foregoing rental sums, Lessee shall, as further consideration for this lease, pay and discharge one-third (1/3) of all taxes, general and special assessments, which during the term of this lease may be levied on or assessed against the leased premises and all interests therein and all improvements and other property thereon, whether belonging to Lessor or Lessee, or for which either of them may become liable in relation thereto.

Proration of First and Last Years' Taxes

Section 3.02. All such taxes, assessments, charges, for the first and last years of this lease shall be prorated between Lessor and Lessee on the basis of the ratio between the time the premises are not so leased.

Payment by Lessor on Lessee's Default

Section 3.03. If Lessee fails to pay such taxes, assessments, or charges when due, Lessor may, at its option, at any time within or after the due date, pay such taxes, assessments, or charges, together with all penalties and interest which may have added thereto because of Lessee's delinquency or default, and may likewise redeem the leased premises, or any part thereof, or the buildings or improvements situated thereon, from any tax sale or sales. Any amounts so paid by Lessor shall become immediately due and payable as rent by Lessee to Lessor, together with interest thereon at the rate of twelve percent (12%) per annum from the date of payment by Lessor until paid by Lessee. Any such payments by Lessor shall not be deemed to be a waiver of any other rights which Lessor may have under the provisions of this lease or as provided by law.

ARTICLE 4. INSURANCE

Lessor and Lessee's Obligations

4.01. Lessor agrees to and shall immediately secure from a good and responsible insurance company mutually agreed by the parties and doing insurance business in the State of Indiana and shall maintain during the entire term of this lease, the following insurance coverage:

(a) Public liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00) for loss from an accident resulting in bodily injury to or death of persons, and Five Hundred Thousand Dollars (\$500,000.00) for loss from an accident resulting in damage to or destruction of property.

(b) Fire and extended coverage insurance on the leased premises with replacement cost coverage on the Leased Premises in an amount of no less than One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00).

Lessee agrees to pay Lessor one-third (1/3) of the cost of such insurance within ten (10) days after receipt by Lessee from Lessor of Proof of Coverage in accordance with Section 4.03.

Lessee agrees that it will so conduct and carry on its business in the leased premises in a manner that the reputation of the leased premises shall not be injured, that the rate of insurance thereon will not be increased, and in accordance with all ordinances of the County of Elkhart, all laws of the State of Indiana, and all other lawful rules and regulations which are now or may hereafter be in effect.

Additional Insureds

Section 4.02. Lessor agrees that Lessee shall be named as an additional insured (and loss payee in the case of fire and extended coverage insurance) on the aforementioned policies of insurance.

Proof of Coverage

Section 4.03. On securing the foregoing coverages, Lessor shall give Lessee written notice thereof together with a copy of the appropriate policies or insurance certificates.

Protection Against Cancellation

Section 4.04. Proof must also be given by Lessor to the Lessee, pursuant to Section 4.03, that each of the policies provided for in this article expressly provides that the policy shall not be cancelled or altered without sixty (60) day's prior written notice to Lessor by Lessee.

Failure to Secure

Section 4.05. If Lessor at any time during the term hereof should fail to secure or maintain the foregoing insurance, the Lessee shall be permitted to obtain such insurance in the Lessee's name.

Proceeds

Section 4.06. Proceeds from any fire or casualty policy or policies shall be at the option of Lessor (i) used by Lessee to make repairs as provided below, or (ii) such proceeds shall be retained by Lessor.

Fire and Casualty Damage

Section 4.07. If the building or other improvements on the leased premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

Waiver of Subrogation

Section 4.08. Lessor and Lessee, and all parties claiming by, under, or through them, hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased premises or covered by insurance in connection with property on or activities conducted on the leased premises regardless of the cause of the damage or loss.

Destruction of Premises

Section 4.09. In the event the premises are only partially destroyed or partially damaged so that some part thereof shall not be fit for use by the Lessee, then the cash rent, or a fair and just proportionate part thereof, according to the nature and extent of the damage shall be suspended and abated and cease to be payable until said lease premises shall have been repaired, and made fit for use.

In the event the premises are destroyed or substantially damaged by fire, lightning, windstorm, or other hazard and the premises thereby become untenable, dangerous, or unfit for occupancy and use by Lessee, then Lessor shall have a period of fifteen (15) days from the date of Lessee's written notice to Lessor of such destruction or damage to notify Lessee of Lessor's intention to make the premises fit for occupancy. If Lessor does not give Lessee such notice of intention within fifteen (15) days from the date of Lessee's notice of such destruction or damage or in the event Lessor gives such notice within fifteen (15) days but fails to have the premises made fit for occupancy within ninety (90) days after the date of such notice of destruction or damage, then Lessee shall have the option to terminate this Lease by serving upon Lessor its written notice of termination and Lessee shall not be liable for any rent accruing after such termination.

ARTICLE 5. UTILITIES

Lessee's Obligation

Section 5.01. Lessee shall during the term hereof pay all utility charges including for telephone, gas, electricity, sewage, and water used in or on the leased premises and for the removal of rubbish therefrom immediately on becoming due and shall hold Lessor harmless from any liability therefor. Such payments shall be made immediately on becoming due.

ARTICLE 6. WASTE AND NUISANCE

Section 6.01. Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

ARTICLE 7. REPAIRS

Lessee's Duty to Repair and Maintain

Section 7.01. Lessee agrees to keep the leased premises, interior and exterior, in good order and repair, reasonable wear and tear and damage by insured accident, fire, or other casualty not resulting from lessee's negligence excepted. Lessee further agrees to keep the leased premises clean, and to repair or replace all broken or damaged, doors, windows, plumbing fixtures and pipes, floors, stairways, railings, electrical, HVAC systems, structural components, roof components, landscaping, pavement, and sidewalks or other portions of the leased premises, including damage caused by moisture from broken windows and plumbing fixtures which Lessee is required to repair. Lessee shall keep the said pavement and appurtenances of the leased premises, free of ice and snow and trash.

No Liability, Damages to Property of or Loss or Damage Sustained by Lessee

Section 7.02. Lessor shall not be liable for any injuries to the property of Lessee or any loss or damage sustained by Lessee caused by or resulting from the condition of the premises or defective plumbing, wiring, or heating equipment or from gas, water, steam, sewage, or as a result of the breaking or bursting of any pipes or the bursting, leaking, or overflowing of any tank, plumbing equipment, or pipes located in or about the premises or from any adjacent premises or for any loss or damage resulting from or occasioned by water, snow, or ice coming upon said premises or as a result of any act or neglect of the owners or occupants of any adjacent property or part thereof.

ARTICLE 8. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Section 8.01. Lessee shall not alter or improve the leased premises without the prior written consent of Lessor to do so, which consent shall not be unreasonably withheld. Any and all alterations, additions, improvements, and fixtures (except trade fixtures of Lessee) made or placed in or on said premises shall on expiration, or earlier termination of this lease, remain Lessor's provided however, that Lessor shall have the right, to be exercised on expiration or earlier termination of this lease, to require Lessee to remove any or all of such alterations, additions, improvements or fixtures. Before making any alterations or improvements to the premises or before installing any fixtures in or on the leased premises, Lessee shall submit plans and designs therefor to Lessor for its written approval.

Tenant shall not allow or permit the filing of any mechanic's or other lien again the leased premises or any portion thereof. Should any such lien be filed on account of any labor or services performed for or furnished to Lessee, or its agents or employees, Lessee shall cause the same to be removed and discharged within thirty (30) days of the date filed and shall further hold Lessor harmless of any claims and expenses associated with such lien.

Fixtures

Section 8.02. Lessee shall have the right at any time and from time to time during the term and any extended term hereof at its sole cost and expense, to affix and install such property and equipment to, in, or on the leased premises as it shall in its sole discretion deem advisable. Any such fixtures, equipment, and other property installed in or affixed to or on the leased premises shall remain the property of Lessee, and Lessor agrees that Lessee shall, subject to the provisions of Article 10, have the right at any time during the term of this Lease, to remove any and all such fixtures, equipment, and other property.

ARTICLE 9. QUIET POSSESSION

Covenant of Quiet Possession

Section 9.01. So long as Lessee is not in default of this Lease, Lessor shall, on the commencement date of the term of this lease as herein above set forth, place Lessee in quiet possession of the leased premises and shall secure Lessee in the quiet possession thereof against all persons claiming the same during the entire lease term and each extension thereof.

Covenant Regarding Encumbrances

Section 9.02. (a) Lessor covenants that the leased premises are not subject to any lien, claim, or encumbrance, except as hereinafter set forth, and that Lessor is not and will not become in default or arrears in the making of any payment or the performance of any obligation relating to the leased premises.

(b) The leased premises are subject only to the following liens: _____

Lessor agrees to not incur any indebtedness which would in any respect be an encumbrance or lien against the leased premises in excess of the aforementioned amount.

ARTICLE 10

Removal of Property

Section 10.01. Lessee shall, without demand therefore and at its own cost and expense before termination of the term hereof or of any extended term hereof remove all equipment and property belonging to Lessee and all alterations, additions, or improvements, and fixtures which by the terms hereof Lessee is permitted to remove; repair all damage to the leased premises caused by such removal; and restore the leased premises to the condition they were in prior to the installation of the property so removed.

Surrender

Section 10.02. Lessee agrees to and shall, on expiration, promptly surrender and deliver the leased premises to Lessor without demand therefore in good condition, ordinary wear and tear and damage by the elements, fire, or act of God, or by other cause beyond the reasonable control of Lessee excepted; provided, however, the exceptions (other than reasonable wear and tear) shall not apply should Lessee fail to maintain the required insurance coverage to be provided by Lessee according to the terms and provisions of this Lease Agreement.

ARTICLE 11. CONDEMNATION

All of Premises

Section 11.01 In the event the premises or any portion thereof are condemned for any public use or purpose by any legally constituted authority and by reason thereof the premises are rendered untenable and unsuitable for use by Lessee, then this Lease shall terminate from the time when possession is taken by such public authority and the rental payments shall be accounted for between Lessor and Lessee as of the date of the surrender of possession.

Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Lessor nor Lessee shall have any rights in or to any award made to the other by the condemning authority.

ARTICLE 12. DEFAULTS AND REMEDIES

Default by Lessee

Section 12.01. If Lessee shall allow the rent to be in arrears more than five (5) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of thirty (30) days after written notice from Lessor, or should any person other than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this lease, or in the alternative, Lessor may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure. Lessor shall have all other rights afforded by law. It is mutually agreed by Lessor and Lessee that Lessee shall be allowed one (1) five (5) day grace period for the payment of rent each consecutive twelve (12) month term of this Lease Agreement. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this lease, or any renewal thereof, plus the expense of reletting, then Lessee shall pay the amount of such deficiency to Lessor.

Lessee agrees that it will indemnify and save Lessor harmless from any and all claims, demands, judgments, penalties, fines, losses, costs, expenses, suits for damages, or damages, including exemplary or punitive damages, and attorney's fees claimed to be directly or indirectly, in whole or in part, due to the condition of the premises or due to Lessee's use of said property.

Except for claims resulting solely from the negligence of Lessor, Lessee shall indemnify, defend, and hold harmless the Lessor and the premises, at the expense of Lessee, against any and all claims, expenses, liabilities, demands, judgments, fines, penalties, costs, damages and attorney's fees arising from the management and possession of the premises or any occurrence on or about the premises or any default by the Lessee hereunder or any act or omission, whether intentional, reckless or negligent, of the Lessee or its agents, directors, officers, shareholders, employees, licensees, invitees or anyone under its control.

Cumulative Rights and Remedies

Section 12.02. All rights and remedies of Lessor under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

Default by Lessor

Section 12.03. If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this agreement, Lessee may elect either one of the following:

(a) After not less than thirty (30) days' notice to Lessor, Lessee may remedy such default by any reasonable action, and in connection with such remedy may pay expenses and employ counsel. All reasonable sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand, and on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct the costs and expenses thereof from rent subsequently becoming due hereunder; or

(b) Elect to terminate this agreement on giving at least sixty (60) days' written notice to Lessor of such intention, thereby terminating this agreement on the date designated on such notice, unless Lessor shall have cured such default prior to expiration of the 60-day period.

ARTICLE 13. INSPECTION BY LESSOR

Section 13.01. Lessee shall permit Lessor and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

ARTICLE 14. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

Section 14.01. Lessee shall have the right without the prior written consent of Lessor to assign this lease, and any interest therein, and to sublet the leased premises, or any part thereof, or any right or privilege pertinent thereto, provided each assignee assumes in writing all of Lessee's obligations under this lease, and Lessee shall remain liable for each and every obligation under this lease.

Assignment by Lessor

Section 14.02. Lessor is expressly given the right to assign any or all of its interest under the terms of this lease.

ARTICLE 15. AUTOMATIC RENEWAL

Section 15.01. Notwithstanding any provisions herein to the contrary, it is agreed by and between the parties hereto, that unless written notice of termination is given at least thirty (30) days prior to the expiration of the lease term by Lessee to Lessor, this Lease shall be considered extended and binding in all of its provisions for one (1) year after such expiration, and the lease shall so continue in operation and effect for further extensions of one (1) year, such that the lease period will perpetually be one (1) year, until such notice of termination is given by Lessee to Lessor at least thirty (30) days prior to the expiration of such extended term.

After the submission of such a thirty (30) day minimum notice by Lessee to Lessor, the lease will terminate at the expiration of the then existing term.

In the event the lease term is extended, such period will be under the same terms and conditions as the original rental period, unless otherwise agreed to by the parties.

With regard to each such extension, a new lease agreement that includes the term of such extension shall be unnecessary because this lease constitutes a present demise for both the original and each extended term.

ARTICLE 16. MISCELLANEOUS

Section 16.01. Except as may be otherwise specifically provided in this Lease Agreement all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when hand delivered to, or when deposited in the United States mail, postage prepaid, Registered or Certified mail, return receipt requested, addressed to Lessee at 1500 W. Hively Avenue, Elkhart, Indiana 46517 and to Lessor at 20130 N. 87th Drive, Peoria, Arizona 85382, or at such other addresses as the parties may specify in writing;

Section 16.02. This Lease Agreement shall be construed under and in accordance with the laws of the State of Indiana and all obligations of the parties created hereunder are performable in that State and any action arising under this Lease shall be litigated in state courts sitting in Elkhart County, Indiana;

Section 16.03. The parties covenant and agree that they will execute such other and further instruments and documents as are, or become, necessary or convenient to effectuate and carry out this Lease Agreement;

Section 16.04. This Lease Agreement is binding on and shall inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Lease Agreement;

Section 16.05. In case any one or more of the provisions contained in this Lease Agreement shall be held to be invalid, illegal, or unenforceable in any respect or for any reason, such holding/finding shall not affect any other provisions hereof, and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein;

Section 16.06. This Lease Agreement may be executed in any number of counterparts and each such counterpart shall, for all purposes, be deemed to be an original;

Section 16.07. Except as otherwise specifically referred to in this Lease Agreement, this Lease Agreement supersedes any prior understandings, written or oral, among the parties respecting the within subject matter;

Section 16.08. This Lease Agreement includes the entire agreement, all representations and warranties of the parties;

Section 16.09. In the event of a default by either party to this Lease Agreement, as herein defined, the breaching party agrees to be responsible for the payment of the non-breaching party's attorney's fees and other related legal expenses, whether or not legal action is instituted;

Section 16.10. Lessor and Lessee agree that if Lessee holds over or occupies the premises beyond the term of this Lease with or without the consent of Lessor (it being agreed that there shall be no such holding over or occupancy without Lessor's written consent), Lessee shall occupy the premises as a lessee from month to month and all other terms and provisions of this Lease, except for the amount of rent, pertaining to Lessee's obligations shall be applicable. Lessee further agrees that in the event the Lessee holds over or occupies the premises beyond the term of the Lease the Lessee shall pay to the Lessor, as liquidated damages, one hundred fifty percent (150.00%) of the monthly rental payments described in paragraph 3 herein for each month of Lessee's holdover. Lessee further agrees that it shall be liable to the Lessor for one hundred fifty (150.00%) of said monthly rental payment for any holdover of less than one month. Nothing herein contained shall limit or prohibit the right of Lessor to obtain a judgment of immediate possession and damages in the event Lessee shall hold over or occupy the premises beyond the term of this Lease without Lessor's written consent;

Section 16.11. No waiver by Lessor or Lessee of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent by Lessor shall not be deemed a waiver of any earlier breach by Lessee of any term, covenant, or condition hereof, regardless of Lessor's knowledge of such breach when such rent is accepted. No covenant, term, or condition of this Lease shall be deemed waived by Lessor or Lessee unless waived in writing; and

Section 16.12. The parties agree that this Lease shall not be recorded, but that if a Memorandum of Lease is required by the Lessee, a Memorandum of Lease acceptable to the Lessor shall be recorded in lieu of a copy of this Lease.

Section 16.13. The parties to this Agreement acknowledge that this Agreement has been prepared by Sanders • Pianowski, LLP ("law firm") on behalf of the parties hereto. There is an inherent potential for conflict of interest among the parties to this Agreement because this Agreement establishes the rights and obligations of each of the parties to this Agreement. Due to such potential conflicts of interest, the law firm has advised and hereby advises each of the parties that it would be in their best interest to obtain the services of their own independent legal counsel to review this

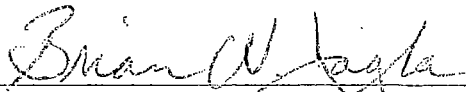
document. Notwithstanding the fact that the law firm has prepared this Agreement and has provided legal advice to one or more of the parties in preparation of this Agreement and in related matters, the parties hereby waive, as evidenced by the execution of the Agreement, any potential conflicts of interest that may arise as a result of the above actions by the law firm, whether or not one or more of the parties to this Agreement may have consulted with separate legal counsel concerning this Agreement. The parties further acknowledge that the law firm has not provided advice regarding tax issues and has in fact recommended that all parties seek independent tax advice.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement on the dates indicated below.


LESSEE

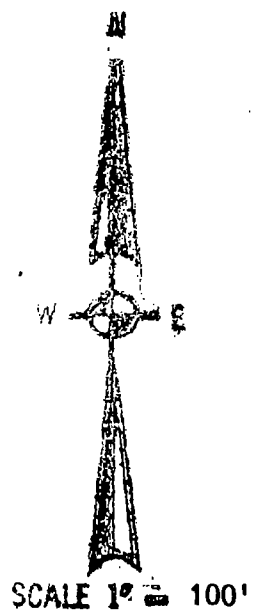
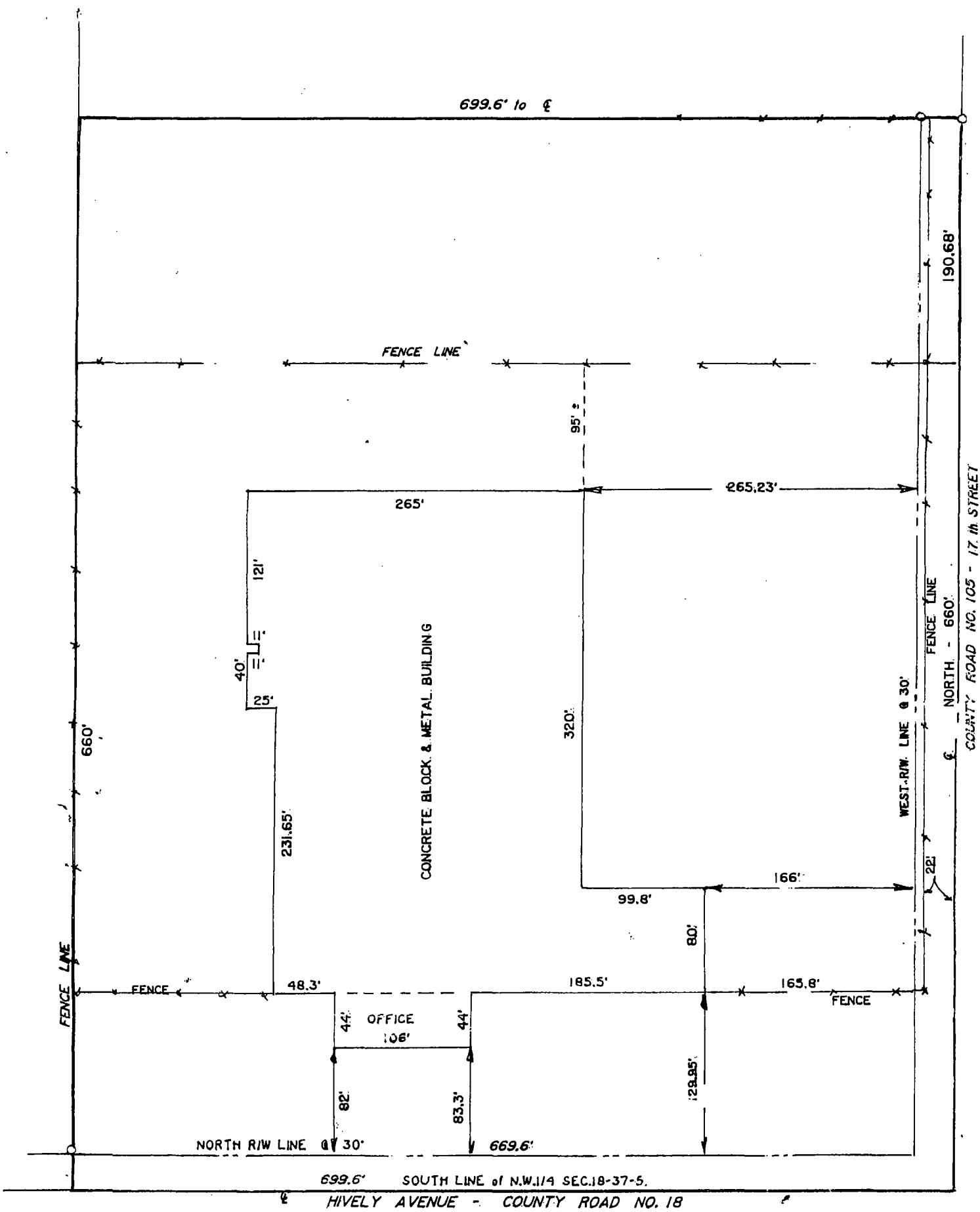
Dated: 9-1-10


RIM Molding and Engineering, Inc.
By: Brian Jagla, President

LESSOR

Dated: 9/1/10


Hilde Real Estate Corp.
By: Richard Hilde, President



BUILDING LOCATION
for
CARROLLTON CORPORATION
at
1800 WEST HIVELY AVENUE
ELKHART INDIANA

JULY 18, 1994

I, MAX C. GARL, HEREBY CERTIFY THAT THE BUILDINGS SITUATED ON THE ABOVE DESCRIBED REAL ESTATE ARE LOCATED ON AND WITHIN THE BOUNDARIES OF SAID PREMISES. I FURTHER CERTIFY THAT THE BUILDINGS LOCATED ON THE ADJOINING PROPERTY DO NOT ENCROACH UPON SAID REAL ESTATE.

Max C. Garl
MAX C. GARL
REGISTERED LAND SURVEYOR
STATE OF INDIANA NO. 6344

